



## **REQUEST FOR QUOTATIONS**

The West Virginia Parkways Authority will receive sealed proposals for the following:

### **Uniforms**

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd, Charleston, WV until **2PM on Thursday, August 18<sup>th</sup>, 2016**. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the West Virginia Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Faxed or emailed bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority. Changes to the Request for Quotation may be posted at any time to our website [www.wvturnpike.com](http://www.wvturnpike.com) under the Purchasing tab. It is the Vendors Responsibility to check the website. Any addendum issued must be signed and submitted with your RFQ.

All proposals **must** be enclosed in a sealed envelope bearing the name and address of the proposer and clearly marked as follows:

Attn: Purchasing Department

RFQ: **Uniforms**

Bid Opening Date: Thursday, August 18<sup>th</sup>, 2016 @ 2pm

Specifications are available at [www.wvturnpike.com](http://www.wvturnpike.com)

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

## CONTRACT FOR UNIFORMS

Establish an open end contract to provide uniforms for the West Virginia Parkways Authority (hereafter referred to as the "Authority" as per the attached specifications. The Authority purchases uniforms for employees working in the Maintenance, Toll and Tourist Information Center Departments.

**Life of contract:** This contract becomes effective 5 days after approval by the WV Parkways Board at Meeting held on September 8<sup>th</sup>, 2016 and extends for a period of one (1) year. The vendor may terminate this contract for any reason upon giving the Director of Purchasing ninety (90) days written notice.

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

**Renewal:** This contract may be renewed upon the mutual written consent of the Authority and vendor, submitted to the Director of Purchasing sixty (60) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to three (3) one (1) year periods.

**Cancellation:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**Open Market Clause:** The Director of Purchasing may authorize to purchase on the open market, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**Quantities:** It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract. The bid schedule quantities are not guaranteed.

**Bid Submission:** The vendor must use bid schedules provided in this RFQ. Bid schedules should be typed or printed clearly. No other markings should be on the bid schedule. See "Exceptions". Electronic copies are available on the internet at [www.wvturnpike.com](http://www.wvturnpike.com) – Under the Purchasing Tab.

**There are three (3) separate tabs for vendors to complete – Maintenance, TIC and Toll.**

**Ordering Procedure:** The Authority's Uniform Coordinators will submit individual order forms for each employee to the selected vendor. Each order form will have the employee name, department, delivery instructions and selected garments. The selected vendor will package each employee's order separately for delivery. A copy of the employee's original order form will accompany each package. Upon delivery and once the employee's garments have been verified to be accurate the Uniform Coordinator will match the order form with the packing slip and forward to the Accounts Payable Dept. for payment. Backorders will be noted and submitted for payment when actual backordered item is received.

The selected vendor will provide the Uniform Coordinators a monthly printout of their order status.

**Terms & Conditions:** The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as CD-ROM.

**Bankruptcy:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

**Vendor Supply:** Vendor must carry sufficient inventory of the Bid Schedule Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items.

**Inquiries:** Additional information inquiries regarding specifications of this RFQ must be submitted in writing with the exception of questions regarding the proposal submission which may be oral. All inquiries of specification clarification must be addressed to:

Margaret Vickers, Director of Purchasing  
Email: [mvickers@wvturnpike.com](mailto:mvickers@wvturnpike.com)  
Phone: 304-926-1900  
Fax: 304-926-1909

The Director of Purchasing named above is the sole contact for any and all inquiries after this RFQ has been released. It is the vendor's responsibility to verify that their questions have been received by calling 304-926-1900.

**Written inquiries will be accepted through close of business on Thursday, August 11<sup>th</sup>, 2016 at 4pm.**

**Price Adjustment Provision:** The Authority will consider bids that contain provisions for price adjustments prior to the original expiration of the contract, provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the "pass through" increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the Director of Purchasing, e.g. governmental bench marks, general market increase, and published price lists. Such requests for an increase should be received in writing by the Director of Purchasing at least thirty (30) days in advance of the effective date of the increase. Any time the vendor requests a price adjustment; the purchasing department may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety and cancel the contract.

**Addenda:** Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representatives and any Authority personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the Director of Purchasing. Addendums will be posted to the Authority's website [www.wvturnpike.com](http://www.wvturnpike.com). Changes to original bidding document may be posted to this web page at any time. It is the bidder's responsibility to check back daily to see if any addenda have been posted.

**Addendum acknowledgement:** All addenda should be formally acknowledged by all bidders and submitted with their bid response. It is hereby understood that failure to confirm the receipt of the addendum (s) may be cause for rejection of the bids.

**Pre-Order Meeting:** The Authority will conduct a mandatory pre-order meeting with the selected vendor within 10 working days from date of award.

The Authority reserves the right to reject any or all proposals or to waive any non-consequential irregularities or informalities in proposals received. The Authority reserves the right to accept the proposal that will, in the Authority's judgment, best serve the interest of the Authority regardless of whether such proposal is the lowest cost submitted.

## Specifications

Reflective striping is to be permanently attached on specified garments as noted. Reflectivity shall meet **ANSI/ISEA 107-2010 Class 3**. All garments must be tagged and labeled as such. This is a **mandatory** requirement.

The Maintenance Department and the TIC-Tourist Information Center Departments order uniforms every 12 months. The Toll Department orders uniforms every 18 months. Additional orders will be placed for summer and winter temporary employees.

- 1.0 The material furnished under these specifications shall be the most current in production as offered to commercial trade and shall be of quality workmanship and material. The bidder represents that all material offered under these specifications shall be new. Used, shopworn, demonstrator, or discontinued models are not acceptable.
- 2.0 Garments shall be completely assembled, altered, and made ready for continuous wear. Garments must withstand daily wear and multiple washings.
- 3.0 All materials not specifically mentioned that are necessary for the uniforms to be complete and ready for wear, shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 4.0 The uniforms shall meet or exceed all Federal and State of West Virginia safety, health, lighting, and standards in effect, and applicable to material furnished at the time of manufacture.
- 5.0 **All shirts, jackets, sweaters, and coveralls are to have the WV Parkways Authority logo embroidered, in one color. Logo's to be provided by the Authority. A sample logo must be provided by successful vendor and approved by Uniform Coordinators prior to ordering.**
- 6.0 Any variation from these specifications must be indicated on a separate attachment to the bid, and shall be labeled as "Exceptions." This is a mandatory requirement.
- 7.0 Alternates: Any model, brand or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications.
- 8.0 The successful vendor (s) representative is to do fittings as requested; assist Parkways personnel in placement of the large annual order. Fittings schedule will need to be coordinated so that all shift personnel who desire fitting are allocated sufficient time to do so. Locations of fittings will be at Beckley South administrative offices, Beckley, WV and Toll Plazas A, B, C and NB. Full time employee fittings are to be conducted within two weeks after receipt of award.

### Uniform Coordinators:

Maintenance - Tracy Allen, 304-256-6680

Toll - Jay Ball, 304-256-6690

TIC-Tourist Information Centers— Tyrone Gore 304-926-1900

- 9.0 Delivery Location: 374 George Street, Beckley, WV 25801.

Delivery date will be no later than 30 working days after receipt of order. Partial deliveries will be accepted and payment made upon receipt of an original invoice accompanied by a signed delivery ticket.

Delivery is critical and unless agreed to in writing by the Authority's Director of Purchasing, late deliveries may be charged a penalty of up to \$10 per business day beyond the 30 working days for the 1<sup>st</sup> 30 days and \$20 per day

every consecutive 30 days over. It must be understood that the delivery date is crucial and the penalty will be assessed as applicable.

- 10.0 Samples: Vendors must submit samples of any items requested by the Authority. Vendor must deliver samples within five (5) business days and will be responsible for all shipping and return costs.
- 11.0 Each employee's order will be packaged individually with employee name and department. All returns for wrong sizes, etc. will be exchanged free of charge to the Authority.
- 12.0 A defined quantity of each garment that may be ordered cannot be provided as each employee is given a certain yearly clothing allowance and can choose any combination of garments based on personal need.
- 13.0 The Authority reserves the right to award to only one provider or make no award if it is in the best interest of the Authority.
- 14.0 Vendor is to provide brochures/pictures of actual garments with descriptions that are being offered as part of their bid response. This is a mandatory requirement.
- 15.0 Vendors shall submit three (3) copies each of their bid submission price proposal with all information provided, as requested herein. This is a mandatory requirement.
- 16.0 Failure to submit the requested information may cause the proposal to be ruled non-responsive.
- 17.0 Vendor Supply: Vendor must carry sufficient inventory of the Bid Schedule items being offered to fulfill its obligations under this Contract. By submitting its bid, Vendor certifies that it can supply the Contract items.
- 18.0 Alterations: Standard alterations must be done by the Vendor at no additional charge and must include sleeve length and pant length.
- 19.0 Registration: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 20.0 Unit Price: Unit prices shall prevail in cases of a discrepancy in the Vendors bid.
- 21.0 Contract Award: The contract is intended to provide the Authority with a purchase price on all Contract items. The contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost of items S-XL as shown on the Bid Schedule and availability and pricing on larger items.

22.0 Contract Manager:

During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's Responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- 23. Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B destination to the Authority's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to

Charge the Authority separately for such delivery. The Authority will pay delivery charges on all emergency orders Provided that the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice. If the Authority deems the contract items to be unacceptable, the Contract Items shall be returned to the Vendor at Vendor's expense with no restocking charge. Vendor shall make arrangements for the return within (5) five days of being notified. All returns of unacceptable items shall be F.O.B the Authority's location. The returned product shall either be replaced, or the Authority shall receive a full credit or refund for the purchase price.

- 24.0 **Note: The bid package is 2 part with the RFQ and the Bid Schedules. The three (3) bid schedules are for Maintenance, TIC and Toll. Bid Schedules are formatted to print on 11x17 sz paper. The amounts ordered for year 2014 have been entered on the schedule but this is not intended to guarantee future ordering of any item(s). Please note there is limited ordering of the larger plus sizes but you must quote a price for each size. The Vendor should complete the Bid Schedule in their entirety as failure to do so may result in Vendors bids being disqualified.**

BID SUBMISSION PAGE  
CONTRACT FOR UNIFORMS

**SUBMITTED BY:**

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

COMPANY CONTACT \_\_\_\_\_

SIGNATURE \_\_\_\_\_

VENDOR REGISTRATION NUMBER \_\_\_\_\_

**ACCEPTANCE: SIGNATURE OF BID RESPONSE WILL SIGNIFY ACCEPTANCE TO ALL CONTRACT TERMS, CONDITIONS AND BID SCHEDULE ITEMS.**

State of West Virginia  
WV Parkways Authority  
Purchasing Department

## EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<b>Agency Name</b>	<b>Effective Dates</b>	<b>Value</b>	<b>General Description</b>	<b>Time Required Per Week</b>
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☐ Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*



GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The Authority may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Authority.
  2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
  3. Complete all sections of the quotation form.
  4. Unit prices shall prevail in cases of discrepancy.
  5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
  6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.
- Rev. 9/25/07*

WV PARKWAYS AUTHORITY  
Purchasing Department

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**  
\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
\_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

*Purchasing Affidavit (Revised 08/01/2015)*



## AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control.

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**WEST VIRGINIA PARKWAYS AUTHORITY,  
an agency of the State of West Virginia**

**VENDOR**

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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